injured. This, of course, presupposes that the publication is admittedly wrongful or clearly shown to be so. For a discussion favoring the restraining of libel see 29 HARV. L. REV. 640.

MASTER AND SERVANT—ACCEPTANCE OF WORKMEN'S COMPENSATION ACT AS TO FARM LABORER.—Defendant was a corporation manufacturing drugs, serums, etc., its chief office and factory being in Detroit. It maintains, however, a farm near Detroit, on which are kept many horses for serum production, which is the chief purpose of the farm. Some of the grain raised on the farm, however, is sold. Plaintiff was employed generally on the farm, and was injured while caring for the horses, and sues to recover against the defendant under the WORKMEN'S COMPENSATION ACT, (Act 10 of the Special Session of 1912). The defendant corporation had accepted the provisions of the act by a statement in general terms, neither expressly including nor excluding any particular class of employes. It had also posted notices of its acceptance in its laboratories, offices, etc., in Detroit, but not on the farm on which plaintiff was injured. *Held,* defendant is not liable under said act. *Shafer* v. *Parke Davis & Co.,* (Mich. 1916), 159 N. W. 304.

On the question of whether or not the plaintiff was within the class referred to by the statute as a farm laborer, it was the opinion of the Industrial Accident Board that the company should not be classed as a farmer, inasmuch as its use of the farm was but incidental to its principal occupation as a manufacturer, and that the claimant, consequently, was not a farm laborer. In reversing this, the supreme court said: "The statute does not classify the employee by the ordinary business of his employer, but by the kind of work he, himself, is employed to do. And any attempt to classify the employee through a consideration of the uses for which the product of the farm is designed would lead to endless confusion." On the question of whether or not the defendant had accepted the Act, the court held that although employers of farm laborers are exempt from the coercive effects of the Act, still they are not barred from electing to come under it (OSTRANDER, J., dissenting). But as they are exempt from the coercive effect, they can still retain their common law defenses in actions against them by farm laborers, and consequently the court held that it could not assume an acceptance, which would be a waiver of its common law defenses, unless the same appeared clearly and specifically—that the general acceptance, and the posting of notices in the offices in Detroit, was not sufficient from which to construe acceptance as to the farm outside. Therefore, not having accepted the Act as to the farm, the defendant is not liable to this plaintiff under the Act.

PARENT AND CHILD—LIABILITY OF PARENT FOR NECESSARIES.—The defendant had moved from Chattanooga into an adjoining county, leaving his two minor daughters to take care of themselves, which they did without assistance from him. The younger, a girl of seventeen years, became ill and the plaintiff, a physician, was called in. The defendant was informed by the older daughter that a slight operation was necessary and he assented. The plaintiff did not know of the defendant's assent until after the

operation. The operation was, in fact, more serious than the daughter had told the defendant. *Held,* that there had been no complete emancipation of the daughter and the law would imply a promise on the part of the defendant to pay for the operation. *Wallace* v. *Cox,* (1916 Tenn.), 188 S. W. 611.

The English courts and many in this country hold that the father is under only a moral obligation to provide necessaries for his children, unless he expressly or impliedly promises to pay for the necessaries furnished by others. *Kelley* v. *Davis,* 49 N. H. 187; *Gordon* v. *Potter,* 17 Vt. 348; *Dumser* v. *Underwood,* 68 Ill. App. 121. Most of the later cases in this country hold that there is a legal obligation. *Porter* v. *Powell,* 79 Ia. 151; *Pretzinger* v. *Pretzinger,* 45 Oh. St. 452. The principal case so holds. A promise to pay will, however, be implied upon slight grounds under the rule first mentioned. Where a minor son had work done by a dentist without his father's consent it was held that the fact that the father did not reply to the dentist's bills would be evidence to go to the jury as to whether he had authorized the work to be done. *Lamson* v. *Varnum,* 171 Mass. 237. Where the child has left home with his parent's consent, and is allowed to keep his wages as in the principal case, it is held that there is an implied emancipation, at least so far as to allow the child to recover in a suit for his wages. *Vance* v. *Calhoun,* 77 Ark. 35; *Biggs* v. *St. Louis, &c. R. Co.,* 91 Ark. 122; *Chase* v. *Elkins,* 2 Vt. 290. In the principal case and in *Porter* v. *Powell,* supra, it is held to be only a partial emancipation, and it is so in that the father may revoke the implied emancipation at any time, provided he does not interfere with the vested rights of third persons. *Stovall* v. *Johnson,* 17 Ala. 14; *Abbot* v. *Converse,* 4 Allen (Mass.) 530. In *Rounds Bros.* v. *McDaniel,* 133 Ky. 669, it was held that the father could not revoke his minor son's implied emancipation as it would be extremely detrimental to the son's interests to do so. If the fact of the child's emancipation makes any difference as to the father's liability for necessaries furnished him, it would seem to follow in cases like the one last mentioned that where the father could no longer secure the value of the son's services he should not be under any legal obligation to support the son. The principal case holds that a promise to pay on the part of the father will be implied by law under the circumstances above, at least under the rule that the father is under a legal obligation to support his children.

SPECIFIC PERFORMANCE—WHEN BARRED BY LACHES.—In 1900 plaintiff leased its power plant for 99 years, the lessee covenanting to maintain and preserve the general efficiency of the plant during the continuance of the lease. Violations of this covenant occurred shortly thereafter. Suit for specific performance was not brought till 1912. *Held,* the suit was not barred by laches, since there was a long-drawn-out dispute between the parties as to the performance of the covenants. *Edison Illuminating Co.* v. *Eastern Pennsylvania Power Co.* (Pa. 1916), 98 Atl. 652.

This case well illustrates the doctrine that mere lapse of time unconnected with circumstances which would make it inequitable to grant specific per-